

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: ELECTRONIC COMMERCE**

Special Item Number 54151ECOM Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7010

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT HARDWARE**

Special Item Number 33411 Purchase of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyper-converged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7010

Special Item Number 811212 Computer and Office Machine Repair and Maintenance

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: J070

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SERVICES

SIN 54151S Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINS within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: D399

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE

Special Item Number 511210 Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7030

Special Item Number 54151 Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: J070

**LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLEMENTARY SINS**

Special Item Number OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)

- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

**Schedule Contract Number
GS-35F-0119W**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: December 1, 2009 through November 30, 2024

Contract current through: Modification 367 effective December 22, 2020
MASS Modification A826 effective November 17, 2020

Emergent, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
703-288-4556 (telephone)
703-965-9483 (facsimile)
www.emergent360.com

Contractor Point of Contact for Contract Administration
Samantha(Sammy) Early
Contract Administrator
Emergent, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
757-879-5868 (telephone)
757-965-9486 (facsimile)
searly@emergent360.com

A Small Business

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

Special Item Number 54151ECOM	Electronic Commerce and Subscription Services
Special Item Number 33411	Purchase of New Electronic Equipment
Special Item Number 811212	Computer and Office Machine Repair and Maintenance
Special Item Number 54151S	Information Technology Professional Services
Special Item Number 511210	Software Licenses
Special Item Number 54151	Software Maintenance Services
Special Item Number OLM	Order-Level Materials (OLM)

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Special Item Number	Part Number / Labor Category	GSA Price with IFF
54151ECOM	58051759JA	\$0.25
33411	SC-0S	\$24.12
811212	PL-Care-AR-1	\$0.01
54151S	Associate Consultant / Engagement Manager	\$76.04
511210	65134906J2	\$0.01
54151	58051693J2	\$0.01

1c. Identification of Services and Hourly Rates: Please refer to pages 7 through 12, below

2. Maximum Order:

Special Item Number 54151ECOM	\$500,000
Special Item Number 33411	\$500,000
Special Item Number 811212	\$500,000
Special Item Number 54151S	\$500,000
Special Item Number 511210	\$500,000
Special Item Number 54151	\$500,000
Special Item Number OLM	\$250,000

3. Minimum Order: \$100

4. Geographic Coverage:

Special Item Number 54151ECOM	Worldwide
Special Item Number 33411	Domestic
Special Item Number 811212	Domestic
Special Item Number 54151S	Worldwide
Special Item Number 511210	Worldwide
Special Item Number 54151	Worldwide
Special Item Number OLM	Worldwide

5. Points of Production: Varies by Manufacturer

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount:

None, unless otherwise specified for a specific Manufacturer in the Pricelist or the Contractor Supplemental Pricelist Information and Terms (Attachment A).

8. Prompt Payment Terms: Net 30 Days

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card: Accepted for all purchases.

10. Foreign Item: Not Applicable.

11a. Time of Delivery:

Adobe – 7 or 30 days After Receipt of Order
Packetlight – 7 days After Receipt of Order
Red Hat – 7 days After Receipt of Order
SIN 54151S – As negotiated with the Ordering Activity

11b. Expedited Delivery: Not Applicable.

11c. Overnight and 2-day Delivery: Not Applicable.

11d. Urgent Requirements: Not Applicable.

12. F.O.B. Point: Destination

13a. Ordering Address:

Paul Kohler
Executive VP
Emergent, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
301-466-5900 (telephone)
757-965-9486 (facsimile)
pkohler@emergent360.com

13b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

Accounts Receivable Department
Emergent, LLC
4525 Main Street
Suite 1500
Virginia Beach VA 23462-3375
757-233-7971 (telephone)
757-963-8355 (facsimile)
AR@emergent360.com

15. Warranty Provisions:

- Please refer to the SIN-specific terms that follow as well as the Manufacturer's commercial terms in Attachment A – Contractor Supplemental Pricelist Information and Terms.
- Emergent Professional Services under SIN 54151S – 90 days

16. Export Packing Charges: Not Applicable.

17. Terms and conditions of Government purchase card acceptance: No restrictions.

18. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

19. Terms and conditions of Installation:

Installation and other related support services, if available for a specific manufacturer or product, is addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

20a. Terms and conditions for any other Service:

Other services, if available for a specific manufacturer or product, are addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

21. List of Service and Distribution Points: Not Applicable.

22. List of Participating Dealer: Not Applicable.

23. Preventative Maintenance: Not Applicable.

24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Adobe - www.adobe.com/resources/accessibility/tools/vpat/index/html

Red Hat - <https://www.redhat.com/en/resources/section-508-vpat6>

The EIT standards can be found at: www.Section508.gov/ – Not Applicable.

25. Data Universal Number System (DUNS) Number: 781 797 712

26. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.

27. Description of IT Professional Services and Approved Hourly Rates:

Solutions Architect

Minimum/General Experience: 10 years

Functional Responsibility: Supports business process design related to relevant applications; performs impact and system analysis based on business requirements; collaborates with other technical teams in the exchange and transfer of technical knowledge and in the development and evolution of architecture standards, guidelines, reference architecture, and the IT Technology Roadmap; Works closely with Project Managers and Program Managers in the design, development, and implementation of the technical content defined in the Statement of Work. Recognized expert within the Company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the Company.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Senior Solution Architect

Minimum/General Experience: 10 years

Functional Responsibility: Directs through lower level management levels. Has responsibility for managing a function that includes multiple related departments. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. This employee is also responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Senior Principal Consultant

Minimum/General Experience: 7 years

Functional Responsibility: Provides objective advice, expertise and specialized skills with the aim of creating value, maximizing growth or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e- business and operations. Primarily concerned with the strategy, structure, management and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long- range planning concerning new or projected areas of technological research and advancements.

Minimum Education: Bachelor's in Computer Science, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	4 years
Doctorate	1 year

Principal Consultant II

Minimum/General Experience: 5 years

Functional Responsibility: Recognized expert within the company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the company. Leads efforts to capture new business through technical work and capability briefings.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Principal Consultant I

Minimum/General Experience: 5 years

Functional Responsibility: Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Senior Consultant

Minimum/General Experience: 4 years

Functional Responsibility: Career level with a complete understanding and wide application of technical principles, theories and concepts. Working under only general direction, provides technical solutions to a wide range of difficult problems. Independently determines and develops approach to solutions.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	1 year

Staff Consultant

Minimum/General Experience: 2 years

Functional Responsibility: Experienced with frequent use and application of technical standards, principles and theories. Works under general supervision, providing solutions to technical problems of moderate scope/complexity

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Associate Consultant

Minimum/General Experience: 1 year

Functional Responsibility: Experienced with limited use and/or application of technical principles. Develops solutions to routine technical problems of limited scope following detailed instructions. Work is closely supervised.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Program Manager

Minimum/General Experience: 10 years

Functional Responsibility: Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7years
Doctorate	4 years

Project Manager II

Minimum/General Experience: 8 years

Functional Responsibility: Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Plans, conducts and supervises assignments, generally involving larger and more important projects or multiple projects. Evaluates and determines changes in methods or procedures in assigned area of responsibility. Determines candidates for employment/termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	5 years
Doctorate	2 years

Project Manager I

Minimum/General Experience: 5 Years

Functional Responsibility: Supervises, coordinates, provides leadership to and reviews the work of assigned staff. Directly supervises individual contributors in technical positions and/or entry level professionals. Estimates staffing needs, assigns work, recommends candidates for employment, makes recommendations for termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	2 years

Subject Matter Expert I

Minimum/General Experience: 7 years

Functional Responsibility: Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	4 years
Doctorate	1 year

Subject Matter Expert II

Minimum/General Experience: 10 years

Functional Responsibility: Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business.

Minimum Education: Bachelor's degree in Computer Science, Information Systems, Business, Electrical Engineering

Approved Substitutions	
Education	Experience
Master's	7 years
Doctorate	4 years

Engagement Manager

Minimum/General Experience: 1 Year

Functional Responsibility: Ensures that the requirements of a contract are known and followed. Verifies work products are in compliance with the contract. Coordinates resource schedules. Tracks, manages, and reports project hours. Ensures delivery of software, licenses, and hardware associated with project. Oversees invoicing and payment issues.

Minimum Education: Bachelor's degree.

SERVICE (LABOR CATEGORY)	GSA PRICE WITH IFF	GSA PRICE WITH IFF	GSA PRICE WITH IFF	GSA PRICE WITH IFF	GSA PRICE WITH IFF
	1 DEC 19 to 30 NOV 20	1 DEC 20 to 30 NOV 21	1 DEC 21 to 30 NOV 22	1 DEC 22 to 30 NOV 23	1 DEC 23 to 30 NOV 24
Associate Consultant	\$74.55	\$76.04	\$77.56	\$79.11	\$80.70
Engagement Manager	\$74.55	\$76.04	\$77.56	\$79.11	\$80.70
Principal Consultant I	\$149.10	\$152.09	\$155.13	\$158.23	\$161.39
Principal Consultant II	\$186.38	\$190.11	\$193.91	\$197.79	\$201.75
Program Manager	\$181.06	\$184.68	\$188.38	\$192.14	\$195.99
Project Manager I	\$159.75	\$162.95	\$166.21	\$169.53	\$172.92
Project Manager II	\$170.40	\$173.81	\$177.29	\$180.83	\$184.45
Senior Consultant	\$117.16	\$119.50	\$121.89	\$124.33	\$126.81
Senior Principal Consultant	\$207.68	\$211.84	\$216.07	\$220.39	\$224.80
Senior Solution Architect	\$223.66	\$228.13	\$232.69	\$237.34	\$242.09
Solution Architect	\$213.01	\$217.27	\$221.61	\$226.04	\$230.57
Staff Consultant	\$106.51	\$108.64	\$110.81	\$113.03	\$115.29
Subject Matter Expert I	\$250.29	\$255.29	\$260.40	\$265.61	\$270.92
Subject Matter Expert II	\$266.26	\$271.59	\$277.02	\$282.56	\$288.21

**INFORMATION TECHNOLOGY CATEGORY
ELECTRONIC COMMERCE SUBCATEGORY
SPECIAL ITEM NUMBER 54151ECOM
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

- 1) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.
- 2) Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).
- 3) Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 33411
PURCHASE OF NEW EQUIPMENT**

The equipment is self-installable.

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 811212
COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE**

HARDWARE MAINTENANCE ORDER TERMS

- 1) Service Areas
 - a) Maintenance services are NOT performed at the Ordering Activity's location.
 - b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

PacketLight Networks, Ltd.
27 Habarzel Street
Tel-Aviv 6971039, Israel
1-866-888-6798 (phone)
www.packetlight.com/support
- 2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) Scope
 - a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.

- b) Equipment placed under maintenance service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) Responsibilities
 - a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
 - b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
 - a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
 - i) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.
 - b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

HARDWARE REPAIR SERVICE ORDER TERMS

- 1) Service Areas
 - a) Repair services are NOT performed at the Ordering Activity's location.
 - b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

PacketLight Networks, Ltd.
27 Habarzel Street
Tel-Aviv 6971039, Israel
1-866-888-6798 (phone)
www.packetlight.com/support
- 2) Loss or Damage

When the Contractor moves equipment to its location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) Scope
 - a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
 - b) Equipment placed under repair service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) Responsibilities
 - a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
 - b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

- 5) Repair Service Rate Provisions
- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
 - b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
 - c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
 - d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
 - e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
 - f) Labor Rates
 - i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.

- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates and Location	Minimum Charge - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor's Facility	Not Applicable	Not Applicable	Not Applicable
Ordering Activity Location (Within Established Service Areas)	Not Applicable	Not Applicable	Not Applicable
Ordering Activity Location (Outside Established Service Areas)	Not Applicable	Not Applicable	Not Applicable

- 6) Repair Parts/Spare Parts Rate Provision
 - a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

Repair Parts or Spare Parts are outside the scope of the Contract.

**INFORMATION TECHNOLOGY CATEGORY
IT SERVICES SUBCATEGORY
SPECIAL ITEM NUMBER 54151S
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

There are no additional terms.

**INFORMATION TECHNOLOGY CATEGORY
IT SOFTWARE SUBCATEGORY
SPECIAL ITEM NUMBER 511210
SOFTWARE LICENSES**

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.

- a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

Adobe Technical Support Hotline: 703-288-4556; 9 am to 5 pm Eastern, Monday through Friday, excluding federal holidays.

- 2) Descriptions and Equipment Compatibility:

Adobe - <http://www.adobe.com/products/>

Red Hat - <https://www.redhat.com/en/technologies/all-products>
Packetlight – <https://www.packetlight.com/products>

- 3) Right-to-Copy Pricing: **Outside the scope of this contract.**
- 4) Utilization Limitations
 - a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
 - b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
 - i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- v) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

- a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Conversion is outside the scope of the contract.

6) Term License Cessation

- a) Term licenses are not eligible for conversion to a perpetual license at any time.
- b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 -

Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Cessation is outside the scope of the contract.

7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

- i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19770-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard
- ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

- i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

- v) As a matter of convenience, once the original licenses are deactivated, di- installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- vii) When software assets are eligible for transfer, and are fully covered under pre- paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

Software assets are not eligible for transfer.

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**SPECIAL ITEM NUMBER 54151
SOFTWARE MAINTENANCE SERVICES**

There are no additional terms.

**MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- | | |
|---|--|
| 1) Apparel | 30) IT Solutions |
| 2) Audio Visual Products | 31) IT Training |
| 3) Audio Visual Services | 32) Language Services |
| 4) Awards | 33) Legal Services |
| 5) Background Investigations | 34) Logistical Services |
| 6) Business Administrative Services | 35) Machinery and Components |
| 7) Compensation and Benefits | 36) Mail Management |
| 8) Document Services | 37) Marine and Harbor |
| 9) Electronic Commerce | 38) Marketing and Public Relations |
| 10) Environmental Services | 39) Medical Equipment |
| 11) Facilities Maintenance and Repair | 40) Miscellaneous Furniture |
| 12) Facilities Services | 41) Musical Instruments |
| 13) Facilities Solutions | 42) Office Furniture |
| 14) Financial Services | 43) Office Management Maintenance and Repair |
| 15) Fire/Rescue/Safety/Environmental Protection Equipment | 44) Office Services |
| 16) Fitness Solutions. | 45) Packaged Furniture. |
| 17) Flags | 46) Printing and Photographic Equipment |
| 18) Flooring | 47) Protective Equipment |
| 19) Fuel Management | 48) Records Management |
| 20) Furniture Services | 49) Search and Navigation |
| 21) Healthcare Furniture | 50) Security Animals and Related Services |
| 22) Household, Dormitory & Quarters Furniture | 51) Security Services |
| 23) Human Resources | 52) Security Systems |
| 24) Identity Protection Services | 53) Signs |
| 25) Industrial Products | 54) Social Services |
| 26) Industrial Products and Services Maintenance and Repair | 55) Structures |
| 27) IT Hardware | 56) Technical and Engineering Services (non- IT) |
| 28) IT Services | 57) Telecommunications |
| 29) IT Software | 58) Testing Equipment |
| | 59) Training |

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.

ATTACHMENT A

CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Universal Amendment to All Software License Agreements For Adobe Systems Incorporated Software Products

This Universal Amendment to Software License Agreements for All Adobe Systems Incorporated Software License Agreements ("Amendment") is effective as of as of the date that it is fully executed ("Effective Date") and is between Adobe Systems Incorporated ("Adobe"), and the U.S. General Services Administration ("GSA"). In consideration of the mutual promises and covenants contained in this Amendment, the parties agree as follows:

1. Applicability

a. This Amendment, agreed to by both parties, applies to GSA and any agency or organization ("Ordering Activity") that places an order for an Adobe Software product under Contract No. GS-35F-OI 19W (the "GSA Contract"). This Amendment, together with the applicable Software License Agreement or End User License Agreement for the applicable Adobe Software (each such license generally referred to herein as the "License Agreement"), governs the Ordering Activity's installation and use of such Adobe Software. This Amendment only applies to License Agreements for those Adobe Software products that Adobe expressly authorizes the GSA Contract holder to resell or distribute under the GSA Contract pursuant to a letter of supply between Adobe and such GSA Contract holder. Unless expressly stated to the contrary herein, all capitalized terms in this Amendment shall have the meaning ascribed to them in the applicable License Agreement for the applicable Adobe Software.

b. Pursuant to Section 12.212 of the Federal Acquisition Regulations ("FAR"), Adobe and GSA agree that the modifications to the License Agreements are appropriate to ensure compliance with federal laws and to meet the U.S. Government's needs. Accordingly, the License Agreements is hereby modified by this Amendment as it pertains to use of Adobe's software by any Ordering Activity pursuant to a task order placed under the GSA Contract.

c. This Amendment only applies to Ordering Activities of the U.S. Government (including agencies and departments from the Executive Branch, the Congress, or the Military) and independent federal agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Amendment shall not apply to prime contractors, state/local government entities, or other entities authorized to make purchases under the GSA contract. In addition, this Amendment shall apply to the Ordering Activity itself, shall only apply to the installation and use of the Adobe Software for official government business only on behalf of the Ordering Activity, and shall not apply to any individual who utilizes the Adobe Software Products for his or her personal use or for a use.

2. Precedence and Further Amendment: Any provisions restricting additions or modifications to the License Agreement are hereby deleted to the extent they would preclude this Amendment or any valid task orders placed under the GSA Contract. To the extent the License Agreement conflicts with this Amendment or any relevant task orders, the conflict should be resolved according to the following order of precedence: (1) Federal law, (2) the FAR, (3) this Amendment, (4) any other amendment that Adobe and the Ordering Activity may separately enter into to vary the terms of the License Agreement to accommodate unique license terms

under a Task Order, and (5) the License Agreement. This Amendment may only be modified upon written consent of both parties.

3. Contracting Authority: Pursuant to FAR 1.601(a) and 43.102, all provisions in the License Agreement which would allow any individual, except for an authorized contracting officer, to bind the U.S. Government to the terms of the License Agreement or any modifications thereto are hereby deleted. Such provisions include the ability of the software manufacturer to unilaterally modify the terms of the License Agreement and any requirement to accept terms by means of use, download, or click-through agreements. Notwithstanding the foregoing, GSA and Ordering Activity expressly agree that when an authorized contracting officer of the Ordering Activity places a task order for the Adobe Software pursuant to the GSA Contract, all terms of the License Agreement in effect at the time the product was added to the GSA Contract shall be legally binding on Ordering Activity and shall be given full force and legal effect. In the event that Ordering Activity receives Adobe Software through a task order that is not authorized by the Ordering Activity's authorized contracting officer or Ordering Activity fails to acknowledge that the License Agreement is binding on Ordering Activity, Ordering Activity shall not be deemed to have any license to the Adobe Software and Adobe reserves all rights, remedies, and enforcement actions and venues available to Adobe under state and federal law, including but not limited to all intellectual property laws without regard to the Dispute Resolution Process or Governing Law provisions of this Amendment.

4. Costs and Fees: Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any future costs or fees under the License Agreement or this Amendment. Any provisions of the License Agreement obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriations, are hereby deleted unless imposed after following the Dispute Resolution Procedures identified hereunder. Any provisions of the License Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

5. Installation and Use of the Software: Installation and use of the software shall be in accordance with the License Agreement, unless an Ordering Activity determines that it requires different terms of use and Adobe agrees in writing to such terms in a valid task order placed pursuant to the GSA Contract.

6. Indemnification: Pursuant to 28 U.S.C. § 516, in the event of any claim against an Ordering Activity arising out of use of the Adobe Software, Adobe cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Ordering Activity (i) agrees that any litigation or settlement negotiation shall not bind Adobe, in any way, to the final outcome of any such litigation or settlement; (ii) shall not impair Adobe's own rights, defenses, or claims against the claimant, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe; and (v) shall in good faith reasonably cooperate and consult with Adobe during the course of settlement negotiations and prosecution of the claim and shall afford Adobe free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe's request. Any contrary provisions in the License Agreement are hereby deleted. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against Adobe relating to use of the software by any Ordering Activity. Any contrary provisions in the License Agreement are hereby deleted.

7. Limitation of Liability: Any limitation of liability in the License Agreement is hereby deleted, and the following provision shall apply:

Neither Adobe nor an Ordering Activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither Adobe nor an Ordering Activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. Governing Law: The License Agreement and this Amendment shall be governed by the laws of the United States, unless there is no applicable law of the United States which would apply, in which case the laws of the State of California shall apply. Any provisions in the License Agreement stating that the License Agreement shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are hereby deleted.

9. Dispute Resolution and Venue: Any provisions in the License Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the License Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the License Agreement are hereby deleted. Any disputes relating to the License Agreement and to this Amendment shall be resolved in accordance with the FAR and the Contract Disputes Act, 41 U.S.C. §§ 601-613. GSA and Ordering Activity expressly acknowledge that Adobe shall have standing to bring such claim under the Contract Disputes Act.

10. Termination and Performance: Termination of the License Agreement and this Amendment shall be governed by the FAR and the Contracts Disputes Act, 41 U.S.C. §§ 601-613, and any provisions of the License Agreement relating to termination are hereby deleted, including any provisions permitting Adobe to unilaterally terminate the License Agreement, subject to the following exceptions:

- a. Adobe is entitled to cancel or terminate the License Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolution process referenced in Section 9 above or if such remedy is otherwise available to Adobe under United States federal law.
- b. Adobe is entitled to cancel or terminate the License Agreement if one of the events identified in Section II below apply.

11. Remedies: Pursuant to 28 U.S.C. § 1498, any provisions of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement are hereby deleted (subject to the third sentence of this Section 11). Any provisions of the License Agreement which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, including any provisions requiring the U.S. Government to agree that an injunction is appropriate in the event of a breach of the License Agreement (subject to the third sentence of this Section 11). Notwithstanding the foregoing, any License Agreement clause providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement or any other breach of the License Agreement shall continue to apply if an equitable remedy is available under United States

Federal Law, such as (without limitation) the Freedom of Information Act ("FOIA") under one of the exemptions to disclosure under FOIA. If the Ordering Activity breaches one of the following:

(a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, Adobe may terminate the License Agreement; however prior to terminating this License Agreement, Adobe shall inform the Ordering Activity of one of the breaches named above as soon as possible, and provide Ordering Activity sixty (60) days from notice to cure such breach. If the breach is not cured in sixty (60) days, the Ordering Activity may terminate the Order for convenience of the Government in accordance with FAR 52.212-4(1); however, Ordering Activity has no rights to a refund, in whole or in part of any License Fee paid if this License Agreement is terminated for such breach. Nothing in this paragraph shall prevent Adobe from filing a claim or limit Adobe's damages under the Contract Disputes Act at 41 USC §§7101-7109.

12. Advertisements and Endorsements: Any provisions allowing Adobe to use the name or logo of GSA or any Ordering Activity to advertise or to imply an endorsement of Adobe's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo of any U.S. Government entity is prohibited.

13. Monitoring Use of License and Audits: Any provision in the License Agreement permitting Adobe to audit, inspect, or monitor use of the software for compliance with the License Agreement shall be binding on Ordering Activity but is contingent upon reasonable notice to the Ordering Activity and adherence to reasonable security measures the Ordering Activity deems reasonably appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities if clearances are required.

14. Public Access to Information: Adobe agrees that the License Agreement and this Amendment contain no confidential or proprietary information and acknowledges the License Agreement and this Amendment will be available to the public, provided however, that GSA and Adobe agree that other items identified in the License Agreement (such as, without limitation, source code and other technical data) provided to the Ordering Activity is confidential and proprietary information and shall not be disclosed.



PACKETLIGHT NETWORKS LICENSE, WARRANTY, SUPPORT AND LICENSE TERMS

1. Definitions

- 1.1 Error. Error means a defect in the product which is reproducible and which causes a Product not to function substantially in conformance with the specifications.
- 1.2 Errors are classified as follows:

Status	Description
Critical	A condition which affects the proper performance of one or more essential functions of the product and requires immediate corrective action.
Major	A condition which affects the proper performance of one or more essential functions of the product for which a workaround exists.
Minor	A condition which does not significantly impair the operation of the system and does not significantly affect the service to customers, including documentation errors.
Enhancement Request	Requests for modifications to the Products.

- 1.3 Repair. Repair means the repair or replacement of a Product or part.
- 1.4 Technical Support Levels. Technical Support Level means a certain class of service provided. Definitions are as follows:

Service	Description
Level One	First call for support on all customer calls; technical support staff answers technical inquiries regarding Products, performs Product installation and configuration support, provides broad troubleshooting expertise, including the capture of network traces.
Level Two	Specialist level technical support; technical support/escalation staff performs Problem isolation and replication, lab simulations and interoperability testing, provides remote diagnostics capabilities and on-site troubleshooting, if required, and implements a solution for a Problem that is not the result of a Product Error. In the case of a Product Error, the technical staff is able to identify the source of the Error, create a reproducible test case, and document the details of the Error for escalation.
Level Three	A condition which does not significantly impair the operation of the system and does not significantly affect the service to customers, including documentation errors.
Workaround	A Workaround is a feasible change in operating procedures whereby an End User can avoid any deleterious effects of an Error.
9 x 5 Support	Support service request is provided only during the working hours of PacketLight main office. The working days are Sunday-Thursday from 9:00Am – 17:00PM excluding Israeli holidays
7 x 24 Support	Opening service report via the 24x7 call service.

- 1.5 Service Request. The service request itself can be initiated at any time. The service request can be opened via the following methods:

Request Type	Description
Web Site	Opening service request from the following link: http://www.packetlight.com/?pg=login&Flag=2&SectionKey=&CatID=221&PathInfo=%2F%3FCaegoryID%3D221%26dbbRW%3D1%26 Notice that you need to have access password before.
Email	Email to PacketLight support team at pl_support@packetlight.com .
Phone	Opening service report via the 24x7 call service at +972-3-577-1925. This is a call service that distributes the call to all support team, response time varies up to 30min.

Notice that for issues which needs immediate support calling the 24x7 call service is recommended.

- 1.6 Best Effort Replacement (Standard Warranty). Best effort replacement is applied for replacing/fixing a defected HW unit from the field. The unit need to be send back to PacketLight office. Qualified technical team will reproduce the issue and decide upon the course of action. PacketLight will do its best efforts to fix or supply replacement to the returned device. This process may take up to 4 weeks not including shipment time.
- 1.7. Advanced Replacement (Extended Warranty). Advanced replacement is applied for replacing a defected HW unit from the field. Upon such service agreement PacketLight will hold in stock all the parts needed to ship a replacement unit within the next business day from PacketLight office.
- 1.8 Hardware Unit (HW). The HW unit includes the chassis, power supply, fan unit and the main board. In addition, the HW unit may include optical modules which such as EDFA's, Mux/DeMux, Optical Switch and DCM.
- 1.9 Software (SW). The embedded SW which is supplied by PacketLight to operate the devices. SW releases will be available from time to time which may include issue solving and additional features and capabilities.

2. Support Services

- 2.1 Description of PacketLight's Services Support Packages:

Service	Description
Warranty included during first year	Including 9x5 support, SW upgrades and free repair PL equipment (best effort replacement.)
Enhanced Warranty included first year	Including 24x7 support, SW upgrades and free repair PL equipment (best effort replacement.)
Advanced Replacement	Including 24x7 support, SW upgrade, free repair PL equipment and next business day shipment from PacketLight stock.
Annual maintenance cost, after first year warranty period	
Extended Warranty	Including 9x5 support, SW upgrades and free repair PacketLight equipment (best effort replacement).
Enhanced Extended Warranty	Including 24x7 support, SW upgrades and free repair PacketLight equipment (best effort replacement).
Advanced Replacement	Including 24x7 support, SW upgrade, free repair of PacketLight equipment and next business day shipment from PacketLight stock.
Additional Support Services	

System Integration	Pre-staging by qualified optical engineer knowledgeable with Products and network design at the highest level, to optimize network performance and reliability. Pre-staging is done in PacketLight integration LAB with all the relevant optical test equipment and fiber simulators.
Site Survey	Single Mode Fiber Characterization. Checking for Power loss, Optical Return Loss, OTDR analysis, and Dispersion. Test for attenuation and dispersion characteristics to determine interoperability with transport equipment specifications.
On-site troubleshooting	On Site troubleshooting by a qualified support engineer knowledgeable with Products and network design at the highest level.
On-site installation support	On Site installation by a qualified support engineer knowledgeable with Products and network design at the highest level.
On-site training	On-site training by PacketLight professional technicians for customer's technical team.

- 2.2 **First Year Warranty.** First year warranty is provided at no cost with the purchased equipment. It includes 9x5 support, SW upgrades and free best effort repair/replacement of equipment. It is the customer responsibility to send the equipment to PacketLight for repair according to the RMA process. Shipment from customer to PacketLight will be performed by customer. Return shipment from to customer will be performed by PacketLight. The customer can upgrade the first year warranty to 24x7 support and/or advanced replacement.
- 2.2. **Extended Warranty.** After the first year of warranty expires it is recommended that the warranty for the product will be renewed and extended so the Products will remain under warranty and support of both HW and SW upgrades. The extended warranty has the same 3 levels as described in the first year warranty.
- 2.3. **Additional Services.** PacketLight offers additional set of services to assist its customers through all the phases of planning, implementing and supporting its WDM projects.

3. Limited Warranty

- 3.1 PacketLight warrants to customer that the hardware in all Products to be delivered hereunder shall be free of defects in material and workmanship under normal use and service for a period of twelve (12) months following the date of shipment to the customer (the "Warranty Period").
- 3.2. If, during the Warranty Period, any component part of the Products becomes defective by reason of material or workmanship, PacketLight shall have the option to choose the appropriate corrective action:
- Supply a replacement part, or
 - Request return of the Products to its plant for repair, or
 - Perform necessary repair at the Products location. In the event that PacketLight requests the return of Products, each party shall pay one-way shipping costs outside the scope of the contract.
- 3.3. PacketLight shall be released from all obligations under its warranty in the event that the Products has been subjected to misuse, neglect, accident or improper installation, or if repairs or modifications were made by persons other than PL's own authorized service personnel, unless such repairs by other were made with the written consent of PL.
- 3.4. The above warranty is in lieu of all other warranties, expressed or implied. There are no warranties which extend beyond the face hereof, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and in no event shall PacketLight be liable for consequential damages.
- 3.5. PacketLight shall not be liable to any person for any special or indirect damages, including, but not limited to, lost profits from any cause whatsoever arising from or in any way connected with the manufacture, sale, handling, repair, maintenance or use of the Products, and in no event shall PacketLight's liability exceed the purchase price of the Products.

4. Return Material Authorization (RMA)

The following procedure shall apply to PL's Repair of both in-warranty and out-of-warranty Products, except as

otherwise noted.

- 4.1 Turn-Around Time. PacketLight will repair the defective Product within forty (40) business days after receipt of Product in PacketLight's plant. PacketLight will provide expedited repair service to accommodate customer emergency requirements at additional charge outside the scope of the contract.
- 4.2 Reporting. PacketLight will provide a detailed repair report for each unit. PacketLight will provide report of: (a) RMAs processed, including failure analysis and (b) physical inventory of customer owned material.
- 4.3 Shipping charges. Customer will pay shipping charges on Products shipped to PacketLight for Repair. PacketLight will pay shipping charges on Products under warranty returned to customer. Shipment terms will be Ex-Worx. If products are not under warranty all shipping charges will be bear by customer outside the scope of the contract.
- 4.4 No Problem Found (NPF). Customer shall pay charges associated with PacketLight's handling and shipping of NPF returns outside the scope of the contract.

5. Software Maintenance

- 5.1. PacketLight shall endeavor to correct defects in the Software, which impair the Software's abilities to meet its specifications by providing customer with Software maintenance releases and/or "patches" ("Software Maintenance Services"), according to the specifications.
- 5.2. Bug fixes and Updates will be provided for free during the Warranty Period.
- 5.3. After the Warranty Period customer may purchase post warranty support on the same terms set forth herein for an annual fee ("Post Warranty Support").
- 5.4. In the event that customer does not renew the Software Maintenance Services immediately after the end of any Service year it shall pay for the period in which it did not purchase Services in order to renew the Services.
- 5.5. Maintenance releases and patches, required to remedy Software defects, shall be provided in softcopy only + version release note.

4. End User License Agreement (EULA)

- 6.1 The EULA. This EULA provides information explicitly for PacketLight Networks' "LightWatch Server", each individual "LightWatch Administration module/component" and "LightWatch Client". All are referred to as "LightWatch", —SOFTWARE or —SOFTWARE COMPONENTS. "LightWatch" is the following, including the original and all whole or partial copies of: 1) Software components 2), machine-readable instructions and data, 3) visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license used documents or keys, and documentation.
- 6.2 License and Use. Subject to the terms and conditions of this EULA, PacketLight Networks grants you a nonexclusive, non-transferable license to download and use the SOFTWARE solely for purposes of managing your network. You may not reverse engineer, decompile, modify, or disassemble the SOFTWARE. You may make one (1) single archival copy of the SOFTWARE for backup purposes only.
- 6.3 Copyright. All copyright and other intellectual property rights in the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, text and applets, incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, as well as in any improvements, developments, changes and/or innovations therein, are and will be owned by PacketLight Networks and are protected by copyright laws and international treaty provisions. The SOFTWARE is licensed, not sold.

You may not copy, export, re-export, sublicense, rent, or lease the SOFTWARE except as explicitly permitted under this Agreement. Any other copies or use you make of the SOFTWARE are in violation of this EULA. You may not use the Software in connection with any other protocols or internet technology.

PacketLight Networks reserves for itself all rights in the SOFTWARE not expressly granted to you herein.

- 6.4 Software Ownership. PacketLight Networks shall retain all title and ownership to the SOFTWARE, and all copies thereof. No title to the SOFTWARE, or any intellectual property in the SOFTWARE, is being licensed or transferred.
- 6.5 Term and License Types. This license is effective upon your downloading, installing, copying, accessing, or using this program, which shall be deemed acceptance of this EULA, whether or not you operate the LICENSED

SOFTWARE or EVALUATION SOFTWARE.

- a. 30-Day Evaluation License. Under the 30-DAY EVALUATION LICENSE, the EULA is terminated in 30 days. You are permitted to use the EVALUATION SOFTWARE for testing of equipment that you are managing, problem solving, training or similar purposes. After the termination, you must either purchase the SOFTWARE or in special cases, may be granted an extended evaluation license. To obtain such an extension, you must contact support_pl@packetlight.com. If the 30-day evaluation license has expired and no extension has been granted you must destroy all copies of the EVALUATION SOFTWARE.
 - b. LightWatch License. Under the LightWatch LICENSE, you can install at most one copy of the LightWatch Server on up to one computer. To install the LightWatch Server on more computers, you must obtain additional LightWatch LICENSES.
- 6.6 No Warranty. YOU ACKNOWLEDGE THAT YOU WILL USE THE SOFTWARE ONLY FOR THE PURPOSES AUTHORIZED BY THIS AGREEMENT. THE SOFTWARE IS PROVIDED TO YOU "AS IS", WITHOUT ANY WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PACKETLIGHT NETWORKS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. PACKETLIGHT NETWORKS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THIS SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, AND YOU RELY ON THIS SOFTWARE AND ITS RESULTS SOLELY AT YOUR OWN RISK.
- 6.7 No Other Obligations. This Agreement creates no obligations on the part of PacketLight Networks other than as specifically set forth herein.
- 6.8 Limitation of Liability. IN NO EVENT SHALL PACKETLIGHT NETWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS AND REVENUE AND/OR DATA) DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN

RED HAT
ENTERPRISE AGREEMENT
U.S. GOVERNMENT SUPPLEMENT



This U.S. Government Supplement ("**Supplement**"), the attached Red Hat Enterprise Agreement (extracted from www.redhat.com/licenses/us.html on January 3, 2018), with the applicable product appendix ("**Enterprise Agreement**"), establish the terms and conditions enabling Red Hat, Inc. ("**Red Hat**") to provide Red Hat products to U.S. Government agencies, including an "Ordering Activity," defined as an entity authorized to order under GSA contracts as set forth in GSA Order 4800.21 ADM, as amended (the "**Client**"). The applicable product appendices are listed below:

- Red Hat Learning Subscriptions ("**RHLS**"): Section 1.5 of Appendix 2 (extracted from https://www.redhat.com/cms/managed-files/Appendix_2_Global_English_20171108.pdf on January 3, 2018)
- Non-RHLS subscription products: Appendix 1 (extracted from https://www.redhat.com/cms/managed-files/Appendix_1_Global_English_20171108.pdf on January 3, 2018)

The Enterprise Agreement and this Supplement cover the use of Software or Services by any Ordering Activity. Notwithstanding anything to the contrary, the use of Software or Services from Red Hat by an Ordering Activity *does not* constitute that Ordering Activity's assent or acceptance of the Enterprise Agreement. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. 423 relating to procurement integrity. This Supplement modifies the terms and conditions of the Enterprise Agreement for U.S. Government agencies as follows:

1.0 Enterprise Agreement Section 2.2, Changes to Work and Delays, is replaced with the following: "**2.2 Changes to Work and Delays.**

Changes to the Services will be made only through a written change order signed by both parties consistent with GSAR Clause 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (Alternate I – JUN 2016) or GSAR 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (Alternate II – JUN 2016). In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services subject to GSAR Clause 552.238-81, as applicable, , and GSAR 552.212 -4(f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

2.0 Enterprise Agreement Section 3.0 Fees:

The following is deleted from **Section 3.1, Fees and Expenses**: "Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services."

Section 3.2.1 is replaced with the following: If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order in accordance with GSAR 552.212-4(g) and GSAR 552.212-4(i). Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable.

Section 3.3, Taxes, is deleted in its entirety.

3.0 Enterprise Agreement Section 5.0, Reporting and Inspection:

The following is deleted from **Enterprise Agreement Section 5.1, Reporting**, "no later than thirty (30) days from the date of the invoice", and replaced with, "as provided in the Agreement".

Enterprise Agreement **Section 5.2, Inspection,** is replaced with the following: "**5.2 Inspection.** During the term of this Agreement and for one (1) year thereafter: (a) If Client's security requirements are met, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Client security requirements are not met and upon Red Hat's request, Client will run a self-assessment with tools provided by and at the direction of Red Hat ("Self-Assessment") to verify Client's compliance with this Agreement. Within thirty (30) days from Red Hat's request, Client will finalize the Self-Assessment and provide Red Hat with the results in the form of a written report certified by Client's authorized officer including the number of underreported Units of Software or Services (the "Report"). In either event, after providing Notice(s) or Report(s) and receipt of an invoice, Client will make payment to Red Hat or its authorized channel partner for the applicable Services provided with respect to the underreported Units. Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109)."

4.0 Enterprise Agreement Section 6, Term and Termination:

Enterprise Agreement **Section 6.1** is replaced with the following: “**6.1 Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate at the expiration of all Order Forms issued hereunder.”

Enterprise Agreement **Section 6.2.1:** The following is deleted: “Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term.”

Enterprise Agreement **Section 6.2.2** is replaced with the following: “**6.2.2** Termination shall be governed by the GSAR 552.212-4 (l) Termination for the Government's Convenience, and (m) Termination for Cause. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat and consistent with GSAR 552.212-4 (l) Termination for the Government's Convenience, and (m) Termination for Cause, in the event an Order Form is terminated, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.”

5.0 Enterprise Agreement **Section 8.1:** The following is added to the end of **Section 8.1, Limitation of Liability:** “..., **EXCLUDING REPROCUREMENT COSTS.** This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733.”

6.0 Enterprise Agreement **Section 9.1:** The following is added to **Section 9.1, Obligations:** “Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. §552.”

7.0 Enterprise Agreement **Section 11, Open Source Assurance Program,** is deleted in its entirety.

8.0 Enterprise Agreement **Section 12, Governing Law/Consent to Jurisdiction,** is replaced with the following: “**12. Governing Law/Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement, including end user license agreement for Software, will be governed by and construed in accordance with the laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.”

9.0 Enterprise Agreement Section 13 Miscellaneous

Enterprise Agreement **Section 13.2, Assignment** is replaced with the following: “**13.2 Assignment.** Assignments are subject to GSAR 552.212-4(w)(1)(xi) Non-assignment, FAR 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements.”

Enterprise Agreement **Section 13.4, Force Majeure** is replaced with the following: “**13.4 Force Majeure.** Except as may be otherwise provided herein, this Agreement is subject to GSAR 552.212 -4 (f) Excusable delays.”

Enterprise Agreement **Section 13.5, Non-solicitation,** is replaced with the following: “**13.5 Reserved.**”

The third and fourth sentences of **Section 13.6, Export and Privacy,** are deleted in their entirety.

The following is deleted from Enterprise Agreement **Section 13.7, Dispute Resolution,** “No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.”, and replaced with, “No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than six (6) years after the cause of action has accrued.”

The following is deleted from **Section 13.11, Complete Agreement,** “of the State of New York and”.

10.0 Enterprise Agreement **Section 14, Waiver of Jury Trial,** is deleted in its entirety.

11.0 Red Hat Products purchased under the Enterprise Agreement and this Supplement may require access to certain Red Hat websites or portals covered by “terms of use” (e.g. https://access.redhat.com/site/help/terms_conditions.html) (“**Red Hat Portal Terms of Use**”). In the event of any conflict between this Red Hat Terms of Use and this Supplement, this Supplement will take precedence. In the event Red Hat Terms of Use include terms requiring Client to indemnification obligation of Client, such indemnification obligations shall be deleted and the remaining terms and conditions shall be interpreted so as to be consistent with U.S. federal law.

Red Hat Enterprise Agreement - US

License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the “**Agreement**”), is between Red Hat, Inc. (“**Red Hat**”) and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement (“**Client**”). The effective date of this Agreement (“**Effective Date**”) is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

1. Scope of Agreement

1.1 Framework. This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. “**Software**” means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the “**Services**”) and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.

1.2 Affiliates. Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). “**Affiliate**” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where “**control**” is the possession, direct or indirect, of the power to direct or cause the direction of the

management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.3 Business Partners. Red Hat has entered into agreements with other organizations (“**Business Partners**”) to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

2.1 On-Site Obligations. If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.

2.2 Changes to Work and Delays. Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

2.3 Assistance. Client may provide Red Hat access to Client information, systems, and software (“**Client Information**”), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3. Payment

3.1 Fees and Expenses. Fees for the Services (the “**Fees**”) will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping

costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. “**Unit**” is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. “**Subscription Services**” mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

3.2.1 If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.2.2 If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.

3.3 Taxes. All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. “**Taxes**” means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

4.1 Software. Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

4.2 Freedom to Use Ideas. Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials

developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.

4.3 Marks. Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

5.1 Reporting. Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.

5.2 Inspection. During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any noncompliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

6. Term and Termination

6.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

6.2.1 The term of an Order Form begins on the date the Order Form is executed (“**Order Form Effective Date**”) and continues for the term stated in the Order Form. Thereafter,

the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

6.2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.

6.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, 13.5-13.14, and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Continuing Business

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

8. Limitation of Liability and Disclaimer of Damages

8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR

ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. Confidentiality

9.1 Obligations. During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. “**Confidential Information**” means all information disclosed by either Red Hat or Client (“**Disclosing Party**”) to the other party (“**Recipient**”) during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

9.2 Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient

will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

10.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

11. Open Source Assurance Program

For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at www.redhat.com/rhel/details/assurance/. The terms for this optional program are subject to a separate agreement which can be viewed at www.redhat.com/legal/open_source_assurance_agreement.html.

12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13. Miscellaneous

13.1 Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: (919) 754-3704.

13.2 Assignment. This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

13.3 Independent Contractor. Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

13.4 Force Majeure. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

13.5 Non-solicitation. Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

13.6 Export and Privacy. Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.

13.7 Dispute Resolution. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

13.8 Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

13.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

13.10 Waiver. The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

13.11 Complete Agreement. Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of

that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat alone.

13.12 Amendment. Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

13.13 Counterparts and Facsimile Signature. In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

13.14 United States Government End Users. The Software and its documentation are “Commercial items,” “Commercial computer software” and “Computer software documentation” as defined by the Federal Acquisition Regulations (“**FAR**”) and Defense Federal Acquisition Regulations Supplement (“**DFARS**”). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

14. Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

PRODUCT APPENDIX 1

SOFTWARE AND SUPPORT SUBSCRIPTION



This Product Appendix (which includes Exhibits applicable to specific Red Hat Products) contains terms that describe the parameters and govern your use of Software Subscriptions and Support Subscriptions. This Product Appendix does not apply to Red Hat hosted or on-line subscription offerings. When we use a capitalized term in this Product Appendix without defining it, the term has the meaning defined in the Agreement to which this Product Appendix applies, such as the Red Hat Enterprise Agreement. In the event of a conflict, inconsistency or difference between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify or update this Product Appendix either by posting a revised version of this Product Appendix at <http://www.redhat.com/agreements>, and/or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing Product Appendix will continue to apply to Red Hat Products you have purchased as of the date of the update for the remainder of the then-current Subscription term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms.

This Product Appendix does not apply to generally available open source projects such as www.wildfly.org, www.feedhenry.org, www.fedoraproject.org, www.openstack.redhat.com, www.gluster.org, www.centos.org, Ansible Project Software or other community projects.

1. Subscription Services

- 1.1 **Subscription Unit Definitions.** Fees for Subscription Services are based on metrics that are referred to as “Units”. Table 1.1 below defines the various Units that are used to measure your use of Software Subscriptions. The specific Units that apply to the various Software Subscriptions are contained in the Order Form(s) applicable to your purchases and in the Exhibit(s).

Table 1.1

Unit	Software Subscription Unit Definitions
API Call	is one inbound message to your API backend server and a response, if any, from the server.
Core	is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine or supporting a container, in each case, that contains or executes the Software running for Production Purposes.
Core Band	a group of processing Cores (16 or 64).
Customer User	your and your Affiliates’ third party end users with access to the Software.
Employee User	your and your Affiliates’ employee users acting on your behalf (including your independent contractors and those of your Affiliates) who are able to access the Software.
Full Time Equivalent or FTE	the sum of (a) the total number of full time faculty plus one third of the part time faculty and (b) the total number of full time staff plus one half of the part time staff.
GB of RAM	a gigabyte of processing memory that contains or executes the Software.
Managed Node	each Node managed by the Software. “Node” means a Virtual Node, Physical Node or other instance of software.
Module	use of the Software to manage one System, Virtual Node or Physical Node.
Physical Node	a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.
Power IFL (Integrated Facility for Linux)	a processor core on an IBM Power system that is activated and contains or executes all or a portion of the Software.
Socket	a socket occupied by a CPU.
Socket-pair	up to two Sockets.
Storage Band	an amount of Storage (measured in terabytes “TB” and/or petabytes “PB”), where “Storage” is the total capacity of storage available to each instance of the Software.
System	a system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, virtual machine, container, blade, node, partition, appliance or engine, as applicable.
System on a Chip or SOC(s)	a single integrated circuit that includes the major components of a computer and is generally recognized as a system on a chip.
System z IFL (Integrated Facility for Linux)	a mainframe CPU that is activated and contains or executes all or a portion of the Software.
vCPU	a physical CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software.
Virtual Node or Virtual Guest	an instance of the Software executed, in whole or in part, on a virtual machine or in a container.

1.2 Use of Subscription Services.

- (a) **Basis of the Fees.** While you have Subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase the applicable Software Subscriptions and Support Subscriptions in a quantity equal to the total number and capacity of Units of that Red Hat Product. For purposes of counting Units, Units include (a) non-Red Hat Products if you are using Subscription Services to

support or maintain such non-Red Hat Products and (b) versions or copies of the Software with the Red Hat trademark(s) and/or logo file(s) removed.

- (b) **Supported Use Cases.** Subscription Services are provided for Software only when used for Supported Use Cases as described in the Exhibits to this Product Appendix. The Supported Use Case(s) associated with a Red Hat Product also determine the type of Subscription that is required. If your use of any aspect of the Subscription Services is contrary to or conflicts with a Supported Use Case, you are responsible for purchasing the appropriate Subscription(s) to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription on a System that is a server, you are obligated to purchase Red Hat Enterprise Linux Server Subscription Services.
- (c) **Support Levels.** You agree not to use Software Subscriptions with support service levels (e.g. Standard and/or Premium) higher than the support levels (e.g. Self-support and/or Standard) you have purchased.
- (d) **Transferring Subscriptions.** You may transfer, migrate or otherwise move Software Subscriptions provided you are accountable for the number and types of Units associated with the Software Subscriptions.
- (e) **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will use Subscription Services only for your internal use (which may include Affiliates). Your internal use may include running a web site and/or offering your own software as a service, provided that such use (a) does not include a distribution, sale or resale of any of the Subscription Services and (b) provides as the primary component of the web site or service a material value added application other than the Subscription Services. However, providing the Subscription Services to, or using them for the benefit of, a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) is a material breach of the Agreement.
- (f) **Use by Contractors.** Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors provided (i) you remain fully responsible for all of your obligations under the Agreement and this Product Appendix and for the activities and omissions of the third parties and (ii) in the case of a migration to a third party cloud or hosting provider, you are qualified for and comply with the terms of the Red Hat Cloud Access program as set forth in Section 3 below.
- (g) **Unauthorized Use of Subscription Services.** Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units, (b) splitting or applying one Software Subscription to two or more Units, (c) providing Subscription Services (in whole or in part) to third parties, (d) using Subscription Services in connection with any redistribution of Software and/or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each such instance.

1.3 Subscription Start Date. Unless otherwise agreed in an Order Form, Subscription Services will begin on the earlier of the date you purchase or first use the Subscription Services.

1.4 End User and Open Source License Agreements. The Red Hat Products are governed by the EULAs set forth at www.redhat.com/licenses/eulas. Software Subscriptions and Subscription Services are term-based and will expire if not renewed. This Agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open source license.

1.5 Red Hat Software Subscription Bundles. Red Hat offers combinations of Software Subscriptions with complimentary feature sets and price discounts ("**Bundle(s)**"). The basis of the fees for these Bundles is the combined use of such Software Subscriptions on a single Unit. When any of the combined Software Subscriptions are used independently from the Bundle, the fees for such independent usage will be Red Hat's standard fees associated with the Unit for the particular Software Subscription.

2. Subscription Service Support Terms

2.1 Evaluations. Red Hat may offer Evaluation Subscriptions for evaluation and not for Production Purposes. Evaluation Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Evaluation Subscription(s) for any purpose other than evaluation, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat.

2.2 Support from a Business Partner. If you purchase Software Subscriptions that include support provided by an authorized Red Hat Business Partner (not by Red Hat) then Section 2.3 does not apply to you and you should work with your Business Partner to obtain support services. Section 2.3 only applies if you have purchased Software Subscriptions with Support provided by Red Hat.

2.3 Support from Red Hat.

- (a) **Development Support.** Certain Software Subscriptions include Development Support. "**Development Support**" consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Development Purposes. Requests for deployment and maintenance assistance and/or assistance for Production Purposes are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.
- (b) **Production Support.** Certain Software Subscriptions include Production Support. "**Production Support**" consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Production Purposes. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with Red Hat Software, (iii) software on the supplementary, optional or Extra Packages for Enterprise Linux ("EPEL") channels and/or (iv) preview technologies.
- (c) **Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. Red Hat does not provide support for (a) any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in

its Supported Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support.

- (d) **Service Level Guidelines.** Red Hat will use commercially reasonable efforts to provide Support at one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium, as set forth at <https://access.redhat.com/support/offerings/production/sla>. After the initial response to a support request, Red Hat will provide status updates on the issue consistent with the update guidelines applicable to the Severity Level (which may be downgraded to a lower Severity Level during the course of resolving the support request) until the issue is resolved or the parties agree on an alternative update schedule.
 - (e) **Obtaining Support.** To receive Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. Certain Support is provided only during Red Hat's local standard business hours. You may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described at <https://access.redhat.com/support/offerings/production/contacts> based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions which are based on the number of FTEs).
- 2.4 Software Subscription Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Production is described at https://access.redhat.com/support/policy/update_policies.html and, in certain instances, in the Exhibit(s). For certain versions of Software, you may purchase Extended Update Support ("EUS") and/or Extended Life Cycle Support ("ELS") Add-On Subscription(s) to extend your Subscription Services as further described at <https://access.redhat.com/support/policy/updates/errata/>, provided EUS Subscriptions are included in certain Software Subscriptions.

3. Cloud Access: Deploying Software Subscriptions in a Public Cloud

- 3.1 Transferring Eligible Subscriptions to a Cloud.** You may transfer Eligible Subscriptions for use in a Vendor's Cloud under the Cloud Access program if you (a) complete the registration set forth at <https://engage.redhat.com/forms/cloud-access-registration> and (b) have a sufficient number of Eligible Subscriptions to transfer. For Eligible Subscriptions that you purchased for on-premises use and transfer to a Vendor's Cloud, the Unit of measurement will be the Unit as set forth in the conversion table located at <http://www.redhat.com/en/technologies/cloud-computing/cloud-access>. For Eligible Subscriptions that were originally purchased for use in a Vendor's Cloud, no conversion is required. The number of concurrent Units used under the Cloud Access program in the Vendor Cloud may not exceed the total number of Units (a) transferred from Eligible Subscriptions and/or (b) purchased for use in a Vendor Cloud. The transfer of Software Subscription(s) to a Vendor's Cloud via Cloud Access does not change the start date or the duration of the original Software Subscription(s). This means that when your Software Subscription expires, your access to the Software Subscription in the Vendor's Cloud will cease, unless renewed.
- 3.2 Cloud Usage Reporting.** You consent to the Vendor reporting to Red Hat your usage of Red Hat Software Subscriptions in the Vendor's Cloud.
- 3.3 Public Cloud Terms of Service.** Through the Cloud Access program, you may obtain access to Software images and/or updates to the Software, if and when available, either (a) via new images obtained from the Vendor's Cloud or (b) from a Red Hat Portal. Certain information (such as Software related notices) may only be available to you via the Red Hat Portal. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for the Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to the Vendor's Cloud or performing any other obligations of the Vendor. The Vendor is solely responsible and liable for the Vendor's Cloud. Red Hat may have a support relationship with the Vendor that enables Red Hat and the Vendor to collaborate and you consent to (i) Red Hat discussing your Software Subscriptions and related Support with the Vendor and (ii) Red Hat and the Vendor sharing information for the purpose of providing Services. Red Hat will provide Support to you for each Eligible Subscription pursuant to this Agreement. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.
- 3.4 Vendor Specific Services.** Vendors may offer other services, offerings or commitments related to their Clouds, which may include the provision of services by US only personnel, compliance with various legal regimes or other Vendor Cloud specific obligations. Notwithstanding what may be offered by a Vendor, the Software Subscriptions are not provided subject to the terms of those Vendor offerings, and any Vendor offerings solely relate to the Cloud itself and not to the Software Subscriptions operated on the Cloud. As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Software Subscriptions and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat in the course of your use of the Software Subscriptions.
- 3.5 Vendor Termination.** Red Hat may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided you may continue to use any Software Subscription for the remainder of the term of the Software Subscription on another Vendor's Cloud or on your premises under the terms of this Agreement.

4. Definitions

"Add-On Subscriptions" are optional Software Subscriptions that may be purchased in addition to the base Software Subscription (e.g. a Red Hat Enterprise Linux Software Subscription).

"Cloud" means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users.

"Cloud Access" is the Red Hat program that allows you to use Eligible Subscriptions in a Vendor's Cloud under the terms set forth in Section 3.

"Development Purposes" means using the Software for development related tasks that are performed by a single-user acting in a standalone mode such as (a) an individual developer writing software code, (b) a single user performing prototyping or quality assurance testing, where neither involves any form of automated testing, multi-user testing and/or multi-client testing and (c) a user demonstrating

software or hardware that runs with or on the Software.

"Eligible Subscriptions" means certain Software Subscriptions that meet the criteria for Cloud Access set forth at www.redhat.com/solutions/cloud/access.

"EULA" means the end use license agreements for the Red Hat Products located at <https://www.redhat.com/en/about/red-hat-end-user-license-agreements>.

"Evaluation Subscriptions" means Red Hat Products offered without charge solely for evaluation and not for Production Purposes or Development Purposes, including offerings described as evaluation, preview or beta.

"Product Appendix(ces)" means the specific terms applicable to the Red Hat Products posted at <http://www.redhat.com/agreements> or otherwise attached to or incorporated into an Order Form.

"Production Purposes" means using the Software (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for any automated quality assurance or testing, multi-user quality assurance or testing, and/or multi-client quality assurance or testing and/or (d) for backup instances.

"Red Hat Portal" means the Red Hat hosted delivery portal, such as Red Hat Customer Portal, Red Hat Container Catalog and/or Red Hat Update Infrastructure ("RHUI") that provides Software Access and Software Maintenance.

"Red Hat Products" means Software, Subscription Services, and other Red Hat branded offerings made available by Red Hat.

"Software" means Red Hat branded software that Red Hat provides as part of a Red Hat Product.

"Software Access" means access to various Software versions if and when available.

"Software Maintenance" means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.

"Software Subscription" means a Subscription that contains Software Access, Software Maintenance and Support.

"Stacking" (or **"Stacked"** or **"Stackable"**) means the use of more than one Subscription to account for the capacity of a System or Physical Node.

"Standard Business Hours" are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

"Subscription" means a time bound Red Hat Product offering, other than professional services.

"Support" means access to Red Hat support for issues relating to Software as described in Product Appendix 1.

"Supported Configuration(s)" means the supported Red Hat Product hardware and platform configurations that are listed at <https://access.redhat.com/supported-configurations>.

"Support Contact(s)" is a person authorized by you to open support requests and/or contact Red Hat support personnel.

"Support Subscriptions" means a Subscription that contains a specialized Support offering that is supplemental to Support provided in a Software Subscription.

"Subscription Services" means Red Hat offerings consisting of Software Access, Software Maintenance, Support and/or any other services associated with and during the term of a Subscription.

"Supported Use Case" means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in an applicable Exhibit.

"Vendor" means the Red Hat authorized third party from whom you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access program.

EXHIBIT 1.A

RED HAT ENTERPRISE LINUX AND RELATED SOFTWARE SUBSCRIPTIONS



This Exhibit 1.A. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Enterprise Linux, Red Hat Virtualization, Red Hat OpenStack Platform product lines and related offerings.

1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform

Table 1 sets forth the support level, Units of measure, capacity limitations, and stacking capabilities for various Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform Software Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below.

Table 1

Software Subscription	Support Level	Unit of Measure	Capacity		Stackable
			Socket(s) or SOC(s)	Virtual Nodes	
Red Hat Enterprise Linux Server (Physical or Virtual Nodes) Red Hat Enterprise Linux for SAP HANA (see Note 1 below)	Standard or Premium	Physical Node or Virtual Node	Socket-pair for each Physical Node or 2 Virtual Nodes		Physical Node: Yes
Red Hat Enterprise Linux for Virtual Datacenters (see Notes 2 and 3 below)	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat OpenStack Platform (formerly known as Red Hat Enterprise Linux OpenStack Platform) Red Hat OpenStack Platform for Atom	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat Enterprise Linux for Real Time Red Hat Virtualization (see Note 4 below) Red Hat Enterprise Linux with Smart Virtualization Red Hat Enterprise Linux with Smart Virtualization for SAP Applications	Standard or Premium	Physical Node	Socket-pair	N/A	Physical Node: Yes
Red Hat Enterprise Linux for Power Red Hat Enterprise Linux for Power with Smart Virtualization	Standard or Premium	Power IFL	Up to 4 processor cores	N/A	Power IFL: Yes
Red Hat Enterprise Linux for System z	Standard or Premium	System z IFL	N/A	N/A	System z IFL: Yes
Red Hat Enterprise Linux for Hyperscale	Standard	Physical Node	Band of SOC(s)	None	Physical Node: No
Red Hat Enterprise Linux Server Entry Level (see Note 1 below)	Self-support	Physical Node	Socket-pair	None	Physical Node: No
Red Hat OpenStack Platform Red Hat Enterprise Linux with Smart Virtualization	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat Enterprise Linux for PRIMEQUEST (see Note 1 below)	Premium	Physical Node	1-2 Sockets, 9 Logical Partitions 4 Sockets, 10 Logical Partitions 6 Sockets, 11 Logical Partitions or 8 Sockets, 12 Logical Partitions		Physical Node: No
Red Hat Enterprise Linux Desktop	Self-support, Standard or Premium	System	1 CPU Up to 8GB RAM	1 Virtual Guest	CPU: No
Red Hat Enterprise Linux Workstation	Self-support, Standard or Premium	System	2 CPU Unlimited RAM	1 Virtual Guest or 4 Virtual Guests	CPU: No
Red Hat Enterprise Linux Academic Site Subscription Red Hat Infrastructure for Academic Institutions - Site	Standard or Premium	Full Time Equivalent (FTE)	1-2 Sockets	1 Virtual Guest	N/A

Subscription					
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Note 1: Each Physical Node supports a maximum number of four (4) virtual instances that may consist of Red Hat Enterprise Linux Virtual Nodes, Virtual Guests or any other guest operating system, provided containers do not count towards the maximum four (4) virtual instances.

Note 2: Please note that Red Hat Enterprise Linux for Virtual Datacenters Subscriptions do not include an entitlement for the host operating system.

Note 3: Please note a Red Hat Enterprise Linux for Virtual Datacenters Subscription is limited when deployed on Red Hat Enterprise Linux Servers to the four (4) virtual instances support limit per Note 1, provided that limitation does not apply when Red Hat Enterprise Linux for Virtual Datacenters is deployed on either Red Hat Virtualization or Red Hat OpenStack Platform.

Note 4: A Red Hat Virtualization Subscription comes with RHEV-Manager, which requires the purchase of an underlying Red Hat Enterprise Linux Subscription for each Unit (i.e., Physical Node or Virtual Node) running RHEV-Manager.

2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more optional Add-On Subscriptions. Add-On Subscriptions require a separate paid and active Software Subscription for each Unit that deploys, installs, uses or executes such Add-On. Each Unit of an Add-On Subscription (i) must match the Unit of Measure and capacity of the underlying Red Hat Enterprise Linux Unit and (ii) inherits the Support Level of the underlying Red Hat Enterprise Linux Unit. Add-On Subscriptions are not supported on Red Hat Enterprise Linux Subscriptions with a Self-support service level except Smart Management Add-Ons.

3. Red Hat Enterprise Linux Server Supported Use Cases

Table 3

Software	Supported Use Case
Red Hat Enterprise Linux Server (see Note 1 below) Red Hat Enterprise Linux for Power Red Hat Enterprise Linux Server for System z	Supported only for server computing on Supported Configurations, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications.
Red Hat Enterprise Linux for Real Time	Supported only on systems running (a) operating environments identified at www.redhat.com/mrg/hardware as Red Hat Enterprise Linux for Real Time compatible and (b) hardware systems identified as Red Hat Enterprise Linux for Real Time certified at https://hardware.redhat.com will be supported.
Red Hat Enterprise Linux for PRIMEQUEST	Subscription Services are provided only on Fujitsu PRIMEQUEST systems.
Red Hat Enterprise Linux for SAP HANA	Subscription Services are provided only on Supported Configuration certified by SAP to run SAP's HANA platform.
Red Hat Enterprise Linux for Hyperscale	Subscriptions Services are provided only on Supported Configuration in the form of chassis that contain and use at least five (5) SOCs.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	Supported only for high performance computing ("HPC") that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads ("cluster") with all of the following characteristics: (a) the cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the cluster, (b) the cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load balancing or file serving clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the cluster and (d) all compute nodes in the cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same cluster, the compute node inherits the Service Level (as set forth in Section 2.3(d) of the Product Appendix) of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	Supported only in a compute Grid where a "Grid" means a minimum of fifty (50) Socket pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non-interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. This Supported Use Case does not include nodes running databases, web applications, load balancing, or file services.
Red Hat Enterprise Linux with Smart Virtualization Red Hat Enterprise Linux for Power with Smart Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Linux with Smart Virtualization is designed to run and manage virtual instances. The included Red Hat Enterprise Linux Software Subscription is supported solely when used as the host operating system with the Red Hat Enterprise Virtualization Hypervisor or when used as the guest operating system with virtual machines.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support, and Red Hat Insights	Supported only on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.

Software	Supported Use Case
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has a Software Subscription with the same (a) Support Level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions.
Red Hat Enterprise Linux for Disaster Recovery	Supported only on Systems or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in the Subscription Appendix, Section 2.3(d)) and configurations (e.g. Socket-pairs, Virtual Guests, Cores).
Red Hat Enterprise Linux for Retail	Supported only on Systems used at retail store locations with the same application stack excluding any data center deployments.
Red Hat Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with software or support for the desktop operating system. You must purchase the operating system for each instance of a desktop or server separately.
Red Hat Enterprise Linux Desktop	Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Red Hat Enterprise Linux Desktop does not include support for open source server applications (e.g., Apache, Samba, or NFS), testing and development purposes or to share data with peers. Each Red Hat Enterprise Linux Desktop Software Subscription includes one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop System.
Red Hat Enterprise Linux Workstation	Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Each Red Hat Enterprise Linux Workstation Software Subscription includes one Smart Management Module to be used solely with a single Red Hat Enterprise Linux Workstation System.
Red Hat OpenStack Platform (Physical Node)	Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform.
Red Hat OpenStack Platform (without guest OS)	Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform.
Red Hat OpenStack Platform for Atom	Supported only when used on a Physical Node that is a server running an Intel Atom processor. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform.
Red Hat Enterprise Linux – Academic Server Red Hat Enterprise Linux Academic Desktop Red Hat Enterprise Linux Academic Workstation	Supported only for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx). Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.
Red Hat Enterprise Linux Academic Site Subscription	Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs.
Red Hat Infrastructure for Academic Institutions - Site Subscription	Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs.
Red Hat Enterprise Linux Developer Suite	Supported only for Red Hat Enterprise Linux Developer Suite for Development Purposes.

Note 1: The Red Hat Enterprise Linux Server Use Case applies to the Red Hat Enterprise Linux Server variants in this Table 3.

- 3.1 Red Hat Enterprise Linux Server – Atomic Host.** Red Hat Enterprise Linux Server may be deployed using RPM package manager or in Atomic Host mode. Atomic Host mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method, constitutes a Unit.
- 3.2 Red Hat Enterprise Linux Desktop and Workstation Software Subscriptions**
Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to Support Contacts that are helpdesk support personnel and not end users.
- 3.3 Red Hat Enterprise Linux Extended Life Cycle Support Software Subscriptions**
- (a) **Limited Maintenance and Production Support.** Red Hat Enterprise Linux ELS entitles you to receive Software Maintenance and Production Support for Severity 1 and 2 problems on x86 architectures, but only for a limited set of software components excluding those listed at http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/. Red Hat Enterprise Linux ELS Software Maintenance is limited to those Software updates that Red Hat considers, in the exercise of its sole judgment, to be (a) critical impact security fixes independent of customer support requests and (b) selected urgent priority defect fixes that are available and qualified for a subset of the packages in specific major releases of Red Hat Enterprise Linux beyond the end of its regular production cycles. The Red Hat Enterprise Linux ELS stream will be maintained for an additional period of time immediately after the end-date of the regular production cycles of the relevant release as set forth at <https://access.redhat.com/support/policy/updates/errata/>. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions of Red Hat Enterprise Linux during the ELS cycle.
- (b) **Red Hat Enterprise Linux ELS Unsupported Components.** Red Hat Enterprise Linux ELS covers components supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.3(a) above): (a) desktop applications, (b) Red Hat Cluster Suite, (c) content from the Extras channel ("Extras" is a set of content with a shorter life cycle) and (d) Independent layered or Add-on products such as Directory Server, Red Hat Satellite Server, or Scalable File System. Red Hat reserves the right to exclude additional packages.
- (c) **Red Hat Enterprise Linux ELS Content Delivery.** Red Hat Enterprise Linux ELS Software Maintenance is delivered through separate Red Hat Portal base channels for the specific release and corresponding child channels if applicable. You must install a modified redhat-release package downloaded from Red Hat Portal to subscribe a Unit to a Red Hat Enterprise Linux ELS channel.
- 4. Red Hat Enterprise Linux Developer Suite**
Red Hat Enterprise Linux Developer Suite provides an open source development environment that consists of Red Hat Enterprise Linux with built-in development tools, certain Red Hat Enterprise Linux Add-Ons, Red Hat Enterprise Linux for Real Time, Smart Management and access to Software Maintenance, but no Support. If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Purposes, you agree to purchase the applicable number of Units of the applicable Software Subscription.
- 5. Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions**
For each paid, active Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of Red Hat Enterprise Linux and updates through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes for Red Hat Enterprise Linux, but only for issues related to your use of Red Hat Enterprise Linux for Development Purposes and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, "**Developer Support**").
- The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.
- 5.1 Red Hat Enterprise Linux Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Enterprise Developer Workstation (one (1) System) and/or Red Hat Enterprise Developer Support Subscriptions (twenty-five (25) Systems).

EXHIBIT 1.B

RED HAT MIDDLEWARE, OPENSIFT & APPLICATION PLATFORM SOFTWARE SUBSCRIPTIONS



This Exhibit 1.B. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat JBoss Middleware, Red Hat OpenShift Container Platform and Red Hat Application Platform product lines.

1. Unit of Measure and Purchasing Requirements for Red Hat JBoss Middleware Software Subscriptions.

Table 1 sets forth the Units of measure, stacking capabilities and Supported Use Cases for various Red Hat JBoss Middleware Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 1.

- 1.1 Supplemental JBoss Software.** During the term of a JBoss Middleware Software Subscription, you will receive access to certain additional Red Hat JBoss Middleware Software (“**Supplemental JBoss Software**”). The Software Access and Software Maintenance for Supplemental JBoss Software is for Development Purposes only and for up to twenty-five (25) users for each sixteen (16) Core Band or Socket-pair Subscription that you purchase. If you use the Supplemental JBoss Software for Production Purposes or for more than twenty-five (25) users, you agree to purchase the appropriate Software Subscriptions based on each such Unit that you use.
- 1.2 Supported JBoss Middleware Software.** Using Red Hat JBoss Middleware Software Subscriptions, (or any portion thereof) to support software obtained from community sites without purchasing a corresponding Software Subscription for such community software, is a material breach of the Agreement.
- 1.3 Red Hat JBoss Core Services Collection.** “**Red Hat JBoss Core Services Collection**” is a collection of components that provide common functionality (such as monitoring and management, load balancing, process control and single sign-on) across a majority of the JBoss Middleware portfolio and is subject to the following terms:
- (a) You will receive entitlements for Red Hat JBoss Core Services Collection in a quantity equal to the number of Cores of Red Hat JBoss Middleware Software Subscriptions you purchased (for Software Subscriptions where the Unit is a Core).
 - (b) You will receive entitlements to Red Hat JBoss Core Services Collection equal to sixteen (16) Cores for each Red Hat JBoss Middleware Software Subscription you purchase on a per socket-pair basis.
 - (c) Red Hat JBoss Web Server and Red Hat JBoss Web Server Plus Subscriptions (which only include the management components of the Core Services Collection) do not include Red Hat JBoss Core Services Collection.
- 1.4 JBoss Middleware for OpenShift Container Platform.** Red Hat JBoss Middleware Software Subscriptions in Table 1 include access to the Red Hat JBoss Middleware Software enabled for Red Hat OpenShift Container Platform (i.e. the Software described in Table 3 below (“**JBoss OpenShift Enabled Software**”). The JBoss OpenShift Enabled Software is supported when deployed on Red Hat OpenShift Container Platform, which requires a separate active paid Software Subscription. The capacity restrictions in Table 3 below apply to the Red Hat JBoss OpenShift Enabled Software. Red Hat JBoss Middleware Software Subscriptions listed in Table 1 are not configured for use with Red Hat OpenShift Container Platform.
- 1.5** Red Hat’s Open Source Assurance Program applies only to the JBoss Middleware Software Subscription that you purchased and does not apply to Supplemental JBoss Software or JBoss OpenShift Enabled Software that may be provided (for no additional fee) with the Red Hat JBoss Middleware Subscription that you purchased.

Table 1

Software Subscription	Unit of Measure	Stackable	Supported Use Case
Red Hat JBoss Enterprise Application Platform	Core Band	No	These Red Hat Products are only supported on Supported Configurations.
Red Hat JBoss Web Server			
Red Hat JBoss Web Server Plus			
Red Hat JBoss Data Grid			
Red Hat JBoss Fuse			
Red Hat JBoss AMQ			
Red Hat JBoss Data Virtualization			
Red Hat JBoss BPM Suite			
Red Hat JBoss BRMS			
Red Hat JBoss Middleware Add On-Extended Life Cycle Support			

2. Unit of Measure and Purchasing Requirements for Red Hat OpenShift Container Platform

Table 2 sets forth the Units of measure, capacity limitations, stacking capabilities and Supported Use Cases for various Red Hat OpenShift Container Platform Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 2. Red Hat OpenShift Container Platform for RHEL and Container Platform for RHEL are layered products and require a separate paid and active Software Subscription to Red Hat Enterprise Linux for Virtual Datacenters with matching Support Levels for each Unit that deploys, installs, uses or executes such layered products.

Table 2

Software Subscription	Unit of Measure	Capacity		Stackable	Supported Use Case
		Socket(s)	Virtual Nodes		
Red Hat OpenShift Container Platform	Virtual Guest	2 Cores	One Virtual Guest	Cores: Yes Virtual Guest: Yes	These Red Hat Products will only be supported when used as a platform as a service on Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance.
Red Hat OpenShift Container Platform	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	
Red Hat OpenShift Container Platform for RHEL	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	
Container Platform for RHEL	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	

3. Unit of Measure and Purchasing Requirements for Red Hat JBoss Middleware for OpenShift Container

Platform Table 3 sets forth the Units of measure, capacity limitations, and stacking capabilities for Red Hat JBoss Middleware for OpenShift Container Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 3. Red Hat OpenShift Container Platform Subscriptions are sold separately.

Table 3

Software Subscription	Unit of Measure	Capacity	Stackable	Supported Use Case
Red Hat JBoss Middleware for OpenShift Container Platform	Cores or Physical Nodes	Minimum of 16 Virtual Guests on 2 Cores or for Physical Node a Socket-pair	Cores: Yes Physical Nodes: Yes	These Red Hat Products are only supported on Supported Configurations, on OpenShift Container Platform, or on a combination of the two so long as you have a minimum of sixteen (16) Cores (for Virtual Guest) or a Socket-pair (for Physical Node).
Red Hat JBoss Enterprise Application Platform for OpenShift Container Platform				
Red Hat JBoss Data Grid for OpenShift Container Platform				
Red Hat JBoss Fuse for OpenShift Container Platform				
Red Hat JBoss AMQ for OpenShift Container Platform				
Red Hat JBoss Data Virtualization for OpenShift Container Platform				
Red Hat JBoss BPM Suite for OpenShift Container Platform				
Red Hat JBoss BRMS for OpenShift Container Platform				

4. Unit of Measure and Purchasing Requirements for Application Platform Software Subscriptions

Tables 4.1 and 4.2 set forth the Units of measure, capacity limitations, and Supported Use Cases for various Red Hat Application Software Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in these Tables.

- 4.1 Red Hat 3Scale API Management Subscriptions.** For purposes of calculating the total number of Units that you must purchase, you must include the number of API Calls generated in both Production Purposes and Development Purposes and during traffic spikes.

Table 4.1

Software Subscription	Unit of Measure	Capacity	Supported Use Case
Red Hat 3Scale API Management Platform On Premise	API Calls per day	Up to 2,000,000	The Subscription is supported (a) when used on a server, (b) on Supported Configurations, and (c) when used for the purpose of API Management. The OpenShift Container Platform Subscription provided with the Subscription Services is supported only in connection with use of the Red Hat 3Scale API Management Platform, On Premise Subscription.
		Up to 5,000,000	
		Up to 20,000,000	
		Up to 50,000,000	

- 4.2 Red Hat Mobile Application Platform.** In connection with your Red Hat Mobile Application Platform Subscription Service, you will have access to an optional online service called the Red Hat Mobile Application Build Farm. Use of this optional online service is subject to the terms and conditions set forth at www.redhat.com/licenses/buildfarm.

Table 4.2

Subscription Service	Unit Description		Supported Use Case
Red Hat Mobile Application Platform, Business to Employee, Unlimited	Employee User*	Unlimited Applications***	Support is provided for Software (a) when used on a System that is a server, (b) on platforms that are Supported Configurations and (c) that is within the supported Red Hat Mobile Application Platform Life Cycle. The OpenShift Container Platform Subscription that may be provided with the Subscription Services is supported only in connection with use of the Red Hat Mobile Application Platform
Red Hat Mobile Application Platform, Business to Employee, Limited	Employee User*	Up to 5 Applications***	
Red Hat Mobile Application Platform, Business to Customer, Limited	Customer User**	Up to 5 Applications***	
Red Hat Mobile Application Platform, Business to Customer, Single Use Application	Customer User**	One Application***	

Subscription Service	Unit Description		Supported Use Case
			Subscription.

*Note: The number of "Employee Users" is equal to the number of unique Employee Users who are able to access an Application(s), regardless of whether the Employee User(s) actually access or the frequency with which they access the Application(s).

**Note: The number of "Customer Users" is equal to the number of unique monthly active Customer Users who actually access an Application(s) in a calendar month regardless of the frequency with which they access the Application(s).

***Note: For purposes of counting "Applications": (1) an Application is comprised of a project of various components dedicated to a single purpose regardless of the number of mobile operating systems on which it is provisioned or the number of other applications to which it may be connected and (2) only live production Applications are counted.

EXHIBIT 1.C



RED HAT STORAGE SUBSCRIPTIONS

This Exhibit 1.C. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Gluster Storage, Red Hat Ceph Storage product lines and related offerings. References to “Red Hat Storage Subscriptions” refer to both product lines.

1. Unit of Measure and Purchasing Requirements.

Table 1 sets forth the support level, Unit of measure, stacking capabilities and Supported Use Case for various Red Hat Storage Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below. In addition, the following terms apply:

- (a) Red Hat Gluster Storage includes management tools to manage one or more instances of Red Hat Gluster Storage.
- (b) Red Hat Ceph Storage Software Subscriptions are priced based on the total amount of storage capacity. Each Red Hat Ceph Storage Software Subscription supports up to a certain number of Physical Nodes or Virtual Nodes. Should the number of Physical or Virtual Nodes be consumed before the Storage Band capacity is reached, you may upgrade to the next Storage Band to receive additional Physical or Virtual Nodes.

Table 1

Software Subscription	Support Level	Unit of Measure	Stackable	Supported Use Case
Red Hat Gluster Storage	Standard or Premium	Physical Node or Storage Band	Yes	Red Hat Storage is intended to be used as a storage system and will be supported only when used as a storage node. These Subscriptions are not supported on non-server hardware such as desktops or workstations and are intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance of the Subscription. Each Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of the respective Red Hat Storage Subscription. Red Hat Gluster Storage Module does not include a Red Hat Enterprise Linux Software Subscription which must be purchased separately.
Red Hat Gluster Storage Module	Standard or Premium		Yes	
Red Hat Ceph Storage	Standard or Premium		Yes	
Red Hat Gluster Storage Pre-Production	Standard		No	These Pre-Production Subscriptions are subject to the same Use Case as provided in the description for Red Hat Ceph Storage and Red Hat Gluster Storage, provided that Support is only provided for Pre-Production Purposes (defined below).*
Red Hat Ceph Storage Pre-Production	Standard		No	
Red Hat Gluster Storage for Public Cloud	Standard or Premium	Virtual Node	Yes	Red Hat Gluster Storage for Public Cloud is intended to be used as a storage system and will be supported only when used as a storage node. When running in Amazon Web Services, an EC2 M1 Large dedicated instance is required in order to be supported. Running other applications and/or programs of any type on the same instance can have a negative impact on the function and/or performance of the Red Hat Gluster Storage for Public Cloud and is not a Supported Use Case.
Red Hat Gluster Storage for Red Hat OpenStack Platform	Standard or Premium	Physical Node	No	This Subscription is intended to be used as a storage system with Red Hat OpenStack Platform and will be supported only when used as a storage node. It is not supported on non-server hardware such as desktops or workstations and is intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance.
Red Hat Hyperconverged Infrastructure	Standard or Premium	Physical Node	No	Red Hat Hyperconverged Infrastructure is only supported when used as an integrated compute plus storage infrastructure. These Software Subscriptions are supported on server hardware but not on desktops or workstations. Support is provided for groups of 3 Nodes, which is the minimal deployment.
Container Storage Add On for OpenShift Container Platform	Standard or Premium	Physical Node or Virtual Node	No	This Subscription is only supported when used as a (a) storage system with Red Hat OpenShift Container Platform, (b) container inside OpenShift Container Platform or (c) storage node outside OpenShift Container Platform. The Subscription is supported on server hardware but not on desktops

				or workstations and is intended for use on a dedicated Physical Node or as containers inside OpenShift Container Platform clusters.
Red Hat Gluster Storage – Academic Edition Red Hat Ceph Storage – Academic Edition	Standard or Premium	FTE	n/a	Red Hat Storage – Academic Edition Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Storage – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx). Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.

*“**Pre-Production Purposes**” consists of assistance with issues relating to the installation, configuration, administrative tasks and basic trouble-shooting of the Red Hat Ceph Storage or Red Hat Gluster Storage Software components prior to deployment in a production environment, but it does not include architectural design reviews or advice, advanced configuration topics, performance analysis or reviews.

EXHIBIT 1.D

RED HAT INTEGRATED SOLUTIONS

This Exhibit 1.D. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Integrated Solutions product lines.



- 1. Unit of Measure and Purchasing Requirements.** Table 1 sets forth the Unit of measure and Supported Use Cases for Red Hat Cloud Infrastructure Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and Supported Use Cases described in Table 1 below. A Red Hat Cloud Infrastructure Software Subscription comes with a Red Hat CloudForms Software Subscription but if you are managing any virtual machines with the Red Hat Cloud Infrastructure Subscription that are not running on the same Physical Node as the active Red Hat CloudForms Software Subscription, you must purchase additional Red Hat CloudForms Subscriptions for such use.

Table 1

Software Subscription	Unit	Supported Use Cases
Red Hat Cloud Infrastructure	System	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. If the Red Hat Cloud Infrastructure product contains an entitlement for Satellite, Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud.
Red Hat Cloud Infrastructure (without guest OS)	System	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. If the Red Hat Cloud Infrastructure product contains an entitlement for Satellite, Satellite is only supported for managing PhysicalNodes within the Red Hat Cloud Infrastructureprivate cloud.
Red Hat Cloud Suite	System	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat Cloud Suite or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat Cloud Suite.

EXHIBIT 1.E

MANAGEMENT SUBSCRIPTIONS

This Exhibit 1.E. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Satellite, Red Hat CloudForms, Red Hat Ansible product lines and related offerings.



1. Red Hat Satellite, Red Hat Capsule and Smart Management

- 1.1 Units of Measure and Purchasing Requirements.** You must purchase the appropriate number and type of Red Hat Management Subscriptions based on the Unit and Supported Use Cases described in Table 1 below.

Table 1

Software	Unit	Supported Use Case
Red Hat Satellite, Red Hat Satellite Capsule and Red Hat Satellite Proxy	System	Red Hat only provides Subscription Services for Red Hat Satellite, Red Hat Satellite Capsule or Red Hat Satellite Proxy when used on a System or Physical Node that is a server.
Red Hat Satellite Capsule Red Hat Satellite Proxy	System	Red Hat only provides Subscription Services for Red Hat Satellite Capsule and Red Hat Satellite Proxy when deployed with Red Hat Satellite.
Red Hat Smart Management	Module	Red Hat Smart Management entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat Smart Management entitlements may be used with Red Hat Portal directly.
Red Hat Satellite Starter Pack	Module	Red Hat does not provide Subscription Services for Red Hat Satellite Starter Pack if at the time of renewal, more than 50 Units (whether Systems, Physical Nodes and/or Virtual Nodes) are managed.

2. Red Hat CloudForms

- 2.1 Units of Measure and Purchasing Requirements.** Table 2 sets forth the Unit of measure, stacking capabilities and Supported Use Cases for various Red Hat Management Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 2. For Virtual Nodes managed by CloudForms in a CloudForms enabled public cloud, you need to purchase Units equal to either (at your option), (a) the actual number of Units or (b) the average daily maximum Virtual Nodes managed by CloudForms in the previous 365 days. If 365 days of usage history is not available, you may use the average usage history period that is available. If managing Virtual Nodes on a public cloud, you must confirm that a specific public cloud is Red Hat CloudForms enabled.

Table 2

Software Subscription	Unit of Measure	Capacity		Stackable	Use Case
		Socket(s)	Managed Nodes		
Red Hat CloudForms	Managed Node: (Physical Node or Virtual Node)	Socket-pair for each Physical Node or Sixteen (16) Virtual Nodes		Physical Node: Yes Virtual Node: Yes	Red Hat only provides Subscription Services for Red Hat CloudForms Software when deployed on (a) a System or Physical Node that is a server and (b) Virtual Nodes if they are running on-premise or on a Red Hat CloudForms enabled public cloud. Red Hat Enterprise Linux is the only supported operating system for Red Hat CloudForms Subscriptions.

3. Red Hat Ansible Tower and Red Hat Ansible Engine Subscriptions

The Red Hat Ansible Tower offering consists of the Red Hat branded graphical application and REST API, designed for use with (i) Red Hat Ansible Engine or Ansible Project Software. Red Hat Ansible Tower does not include the Ansible Project. “**Ansible Engine**” means the installed package, which consists of the connection plugins, inventory plugins, fact plugins, Ansible-playbook language and directives, core modules, and other miscellaneous core or plugins provided in the package. “**Ansible Project Software**” means the community version of the Ansible deployment and configuration management engine.

Red Hat Ansible Engine Subscriptions provide access to additional software components (Certified Components and Community Components) with varying levels of support as set forth at <https://access.redhat.com/articles/3166901> (“**Ansible Support Matrix**”). “**Certified Components**” means third party components listed on the Ansible Support Matrix and maintained by such third party. “**Community Components**” means components (e.g., modules, plugins...etc.) that are created and submitted by community members. Red Hat will provide limited assistance for Certified Components solely to the extent required to run Red Hat Ansible Engine and/or Red Hat Ansible Tower Software but otherwise does not provide Support or Software Maintenance for Certified Components or Community Components.

- 3.1 Units of Measure and Purchasing Requirements.** Table 3 sets forth the Unit of measure and Supported Use Cases for Red Hat Ansible Engine and Red Hat Ansible Tower Software. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 3 below.

Table 3

Software Subscription	Unit	Supported Use Case
Red Hat Ansible Tower	Managed Node	Red Hat only provides Subscription Services for this Software (a) when used on a system that is a server, (b) on platforms that are Supported Platforms (set forth at:

Software Subscription	Unit	Supported Use Case
		http://docs.ansible.com/ansible-tower/latest/html/quickinstall/prepare.html#prerequisites-and-requirements) and (c) that is within the supported Ansible Tower Life Cycle. Support of Red Hat Ansible Tower Software does not include Subscription Services for Ansible Engine or Ansible Project Software. Red Hat may provide assistance with Ansible Project Software, solely to the extent required to run Red Hat Ansible Tower Software.
Red Hat Ansible Engine	Managed Node	Red Hat Subscriptions Services for this Software is limited to Support for the Ansible Engine and components that make-up the Ansible Engine. Red Hat provides Subscription Services for Software (a) on systems that are Supported Platforms, (b) modules identified via Section 4 above, and (c) that is within the supported Red Hat Ansible Engine Life Cycle. The Support of Ansible Engine does not include the creation, maintenance, support, or services related to customer playbooks, and/or roles or Ansible Project Software.

3.2 Data Analytics. Red Hat Ansible Tower Software versions 2.4 or later may collect and transmit usability data (including information identifying the source of that data) to Red Hat. Red Hat intends to use the data to enhance future releases of the Red Hat Ansible Tower Software and help streamline customer experience and success. Usability data includes information such as dashboard items clicked in the Tower Software, amount of time spent on individual pages and paths taken throughout the Red Hat Ansible Tower Software. Usability data is collected and transmitted to Red Hat via a javascript file that is downloaded to a customer's web-browser. The collection and transmission of such usability data is optional and you may (a) completely opt-out by editing the Red Hat Ansible Tower Software configuration and restarting the Red Hat Ansible Tower Software, or (b) choose between two opt-in scenarios: (i) "anonymous mode" that will provide usability data to Red Hat without any information identifying the source of that data, or (ii) "detail mode" that will provide usability data with the customer name to Red Hat. For Red Hat Ansible Tower Software (versions 2.4 or later) you may opt-out from usability data collection and transmission by following the directions found at: http://docs.ansible.com/ansible-tower/latest/html/administration/usability_data_collection.html.

3.3 Red Hat Ansible Tower and Red Hat Ansible Engine Software Life Cycle. The supported life cycle for Red Hat Ansible Engine and Red Hat Ansible Tower Software are set forth at: https://access.redhat.com/support/policy/update_policies.

3.4 Red Hat Ansible Engine Networking Add-On

Red Hat Ansible Engine Networking Add-On provides Support to networking modules listed on the Ansible Support Matrix. You are required to purchase a Unit of Red Hat Ansible Engine Networking Add-On for each Red Hat Ansible Engine Software Subscription (regardless of the number of Managed Nodes). Red Hat Ansible Engine Networking Add-On Subscription is only supported on Red Hat Ansible Engine Subscriptions with Premium support.

4. Red Hat Insights. Red Hat Insights is an optional Add-On hosted service designed to help you proactively identify and resolve technical issues in Red Hat Enterprise Linux and Red Hat Cloud Infrastructure environments.

Table 4

Software	Unit	Supported Use Case
Red Hat Insights	System, Physical Node or Virtual Node	Red Hat Insights provides predictive analytics and remediation steps for Red Hat Enterprise Linux 6.4 and later versions, Red Hat OpenStack® Platform 7 and later versions, Red Hat Virtualization 3.6 and later versions and Red Hat OpenShift Container Platform.

5. Red Hat Directory Server Software Subscriptions

Table 5 sets forth the Unit of measure and Supported Use Cases for Red Hat Directory Server. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 5 below. The Service Level(s) for Directory Server is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the System, Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

Table 5

Software	Unit	Supported Use Case
Red Hat Directory Server	System	A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). "Replica" means a second instance of a Directory Server configured as a slave to the first instance of Directory Server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat Directory Server Software. "Master" means the authoritative Red Hat Directory Server from which Replica Red Hat Directory Servers derive Red Hat Directory Server information.

EXHIBIT 1.F

SUPPORT SUBSCRIPTIONS

This Exhibit 1.F. to Product Appendix 1 contains terms that describe the parameters and govern your use of TAM Services.



1. Technical Account Management (“TAM”)Service

The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions, (2) any Unit of Software (such as a System, Physical Node, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with (a) access to Red Hat's technology and development plans, including beta testing and bug/feature escalation, (b) weekly review calls, (c) up to two (2) on-site technical review visits per year, (d) up to four Support Contacts, (e) quarterly service performance metrics via the TAM electronic dashboard, and (f) a subscription to Red Hat's TAM monthly newsletter.

Support Subscription	Unit Description
TAM Service TAM Extension	Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.

- 1.1 TAM Service Coverage.** Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team and/or a product line) and will be listed in the Order Form and, if not listed, the TAM parameters will be established upon the initiation of the TAM Service.
- (a) **Regions:** North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
 - (b) **Customer Team:** The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
 - (c) **Red Hat Product Line:** The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat JBoss Middleware, Red Hat Mobile Application Platform, OpenShift, Red Hat Storage, Ansible or Red Hat Cloud product lines.
- 1.2 TAM Service Level.** The TAM Service is offered during local Red Hat Support Standard Business Hours as set forth at <https://access.redhat.com/support/contact/technicalSupport.html> (based on the physical location of the TAM representative). If you have purchased Premium Red Hat Software Subscriptions, you will receive 24x7 Support for Severity 1 and 2 issues through Red Hat's 24x7 Production Support teams and not necessarily from your assigned TAM representative. Red Hat's 24x7 Production Support team will be responsible for addressing issues, but will consult with your TAM representative, as your TAM representative is available, for advice and to gain a better understanding of your infrastructure, environment and specific needs. If you have purchased multiple TAM Service Subscriptions in each of Red Hat's primary Support Regions, you will receive the benefit of extended TAM Service coverage hours, but you should follow the same process and contact the Red Hat 24x7 support numbers at <https://access.redhat.com/support/contact/technicalSupport.html>.
- 1.3 TAM Extension Service.** The TAM Extension Service is an extension of a Red Hat Enterprise Linux TAM Service to provide additional technical knowledge such as SAP implementations on Red Hat Enterprise Linux. The TAM Extension Service requires a separate active and paid standard TAM ServiceSubscription.